

INTERLOCAL AGREEMENT BETWEEN

THE CITY OF ST GEORGE, UTAH AND THE CITY OF HURRICANE, UTAH
AND COUNTY OF WASHINGTON, UTAH

RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
2009-F7916-UT-SB

This Agreement is made and entered into this 15 day of April, 2009, by and between The COUNTY of WASHINGTON, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of ST GEORGE, acting by and through its governing body, the City Council, hereinafter referred to as CITY OF ST GEORGE, and the CITY of HURRICANE, acting by and through its governing body, the City Council, hereinafter referred to as CITY OF HURRICANE, all of Washington County, State of Utah, witnesseth:

WHEREAS, this Agreement is made under the authority of the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, (1953, as amended:) and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the County agrees to provide the City of St George \$194,909 from the JAG award for the Police Equipment Program: and

WHEREAS, the County agrees to provide the City of Hurricane \$14,590 from the JAG award for the Radio Communications Program: and

WHEREAS, the CITY of ST GEORGE and the CITY of HURRICANE and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY of ST GEORGE and CITY OF HURRICANE agree as follows:

Section 1.

COUNTY agrees to pay CITY OF ST GEORGE a total of \$ 194,909 of JAG funds.

COUNTY agrees to pay CITY OF HURRICANE a total of \$14,590 of JAG funds.

Section 2.

CITY OF ST GEORGE agrees to use \$194,909 for the Police Equipment Program.

CITY OF HURRICANE agrees to use \$14,590 for the Radio Communications Program.

COUNTY agrees to use \$23,569 of total joint allocated JAG funds of \$233,068 for the Emergency Response Vehicle Program and act as the applicant/fiscal agent.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY of ST GEORGE other than claims for which liability may be imposed by the Federal Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY of HURRICANE other than claims for which liability may be imposed by the Federal Tort Claims Act.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Federal Tort Claims Act.

Section 6.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF ST GEORGE

CITY OF HURRICANE

COUNTY OF WASHINGTON

Daniel D McArthur
Mayor

Thomas B. Hirschi
Mayor

James J. Eardley, Chair
Washington County Commission

ATTEST:

Gay Gragun
City Recorder

Susan Kelsey
City Recorder

Kim M. Hafen
Clerk/Auditor

APPROVED AS TO FORM:

Shawn Guzman
City of St George Attorney

Fay Reber
City of Hurricane Attorney

David Patterson
Deputy County Attorney for
County Attorney Brock Belnap